

**LAND USE LIMITATION ADDENDUM TO
PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT**

Recorder's Cover Sheet

Preparer Information: Joseph Pandolfi
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Taxpayer Information: West Bank, as Trustee of the Orville and Becky Crowley Family Trust
c/o West Bank, Trustee
1601 22nd Street
West Des Moines, IA 50266

Return Document To: Right of Way Department
Buckeye Pipe Line Transportation LLC
Five TEK Park
9999 Hamilton Boulevard
Breinigsville, PA 18031

Grantor: WEST BANK, AS TRUSTEE OF THE ORVILLE AND BECKY CROWLEY
FAMILY TRUST

Grantee: BUCKEYE PIPE LINE TRANSPORTATION LLC

Date of Document: See Page 2

Legal Description: See Exhibit A

Parcel ID: 010010146010000

Book & Page References of previously recorded documents: 75/484

**LAND USE LIMITATION ADDENDUM TO
PIPELINE EASEMENT AND RIGHT-OF-WAY GRANT**

This LAND USE LIMITATION ADDENDUM TO PIPELINE EASEMENT AND RIGHT OF WAY GRANT (the "Addendum"), dated as of this ____ day of _____ 2020, is executed by and between **WEST BANK, AS TRUSTEE OF THE ORVILLE AND BECKY CROWLEY FAMILY TRUST** ("Grantor") and **BUCKEYE PIPE LINE TRANSPORTATION LLC**, a Delaware limited liability company, with offices at Five TEK Park, 9999 Hamilton Blvd., Breinigsville, Pennsylvania 18031 ("Grantee").

Recitals

- A. Grantor is the present owner of a certain tract of land described in a Court Officer Deed dated November 6, 2018 and recorded in Book 2019 at Page 327 on January 22, 2019 in the Office of the Recorder of Deeds in Madison County, Iowa, and described in "**Exhibit A**" (the "THE PROPERTY").
- B. THE PROPERTY is subject to a Right of Way Contract ("Agreement") dated February 19, 1941 and recorded on August 11, 1941 in Book 75 at Page 484 in the Office of the Recorder of Deeds in Madison County, Iowa, which granted an Easement and Right of Way to Grantee on, over, and through THE PROPERTY.
- C. The Agreement provides, among other things, that Grantor may use the surface of THE PROPERTY only to the extent such use does not unreasonably interfere, obstruct or impede the Grantee's access and proper and safe use, operation, enjoyment and lawful exercise of any of the rights granted and confirmed in the Agreement.
- D. Grantor is currently using THE PROPERTY for farming purposes and upon further investigation of the depth of the existing pipeline, Grantor's land use may jeopardize the integrity of the pipeline and increase the potential for damage to the pipeline creating an unsafe condition to the Grantor and the public.

NOW, THEREFORE, in consideration of the premises and of the mutual advantages accruing or expected to accrue to the parties hereto by virtue of this Addendum, the parties hereto, intending to be legally bound hereby for themselves and their respective successors and assigns, covenant and agree that the Addendum shall provide as follows:

1. Notwithstanding anything contained herein to the contrary, Grantor shall not use, or grant or permit use of, the land where the pipeline is crossing THE PROPERTY, as shown in Exhibit B (the "Restricted Area") in any manner that would disturb or impact the soil within the Restricted Area. Grantor shall not farm, excavate, plow, tile or cross with farming equipment or heavy equipment within the Restricted Area. Grantor shall let the Restricted Area revert to a natural state or plant and maintain

vegetation to a height of at least six inches or such height that would avoid bottoming out of maintenance machinery. Grantor shall have the ability to mow, rake, chop, and bale vegetation in Restricted Area and shall be allowed to use equipment necessary to complete these activities, provided the Grantor delivers a list to Grantee of the specific make and model of the equipment to be used to perform the above mentioned activities and the equipment passes loading calculations performed by Grantee. Grantee will provide a formal letter to Grantor approving or declining the use of the specific equipment to perform the above mentioned activities, based on the results of the loading calculations performed by Grantee.

2. Grantee shall install permanent pipeline markers at line of sight intervals across THE PROPERTY so that Grantor can observe an unobstructed sight line between each line marker along the pipeline right-of-way and be aware of the approximate location of the pipeline and the Restricted Area from any further use as defined in paragraph 1. The Restricted Area mentioned herein is shown and depicted on "Exhibit B", which is attached hereto and made a part hereof.
3. Grantee shall pay Grantor the sum of ten dollars and other good and valuable consideration. The actual compensation arrangement is more particularly described in the Land Use Limitation Compensation Agreement executed on _____, _____ by Grantor.
 - a. Grantor shall notify Grantee at such time that THE PROPERTY, is conveyed and under different ownership.
 - b. Any proration of compensation is the sole responsibility of Grantor and/or their respective successors or assigns, upon any future transfer of THE PROPERTY.
4. The term of this LAND USE LIMITATION ADDENDUM TO PIPELINE EASEMENT AND RIGHT OF WAY GRANT shall commence on the signature of this Addendum and:
 - a. The terms, conditions and provisions of this Addendum shall constitute covenants running with the Land and be binding upon and inure the heirs, executors and administrators, personal representatives, successors and assigns of the parties hereto.
 - b. Terminate on _____, 20__, (primary term) unless the pipeline is taken out of service, lowered, relocated, sufficient cover is added, or the land use converts to a non-cultivated use, in the sole discretion of the Grantee, who may then terminate this Addendum with ninety (90) days written notice to the other party.
 - c. This Addendum shall continue after the expiration of the primary term, on a year-to-year basis, on the same terms, conditions, and provisions set forth in this Addendum until either party gives written notice to the other party of the

cancellation of this Addendum at least ninety (90) days prior to the end of the then-current term or at such time that the depth of cover of the pipeline is thirty-six (36) inches or greater.

5. All other terms of the Agreement not otherwise amended above shall remain in full force and effect.

(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Addendum to be duly executed
the day and year aforesaid.

GRANTOR

**WEST BANK, AS TRUSTEE OF THE
ORVILLE AND BECKY CROWLEY
FAMILY TRUST**

By: _____

Name: _____

Title: _____

GRANTEE

**BUCKEYE PIPE LINE TRANSPORTATION
LLC**

Signed in the presence of:

Witness:

By: _____

Name: David G. Boone

Title: Sr. Manager, Right-of-Way, Real Estate and
Damage Prevention

STATE OF IOWA

:

§

COUNTY OF _____

:

On this _____ day of _____, _____, before me, a Notary Public, in and for said county, personally appeared _____, to me personally known, who being by me duly (sworn or affirmed) did say that that person is _____ (Insert title of executing officer) of said **WEST BANK, AS TRUSTEE OF THE ORVILLE AND BECKY CROWLEY FAMILY TRUST** and that said instrument was signed on behalf of the said corporation by authority of its board of _____ (directors or trustees) and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public

COMMONWEALTH OF PENNSYLVANIA

:

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COUNTY OF LEHIGH

:

On the _____ day of _____, 20____, the above-named David G. Boone, acting in his capacity as Sr. Manager, Right-of-Way, Real Estate and Damage Prevention of **BUCKEYE PIPE LINE TRANSPORTATION LLC**, a Delaware limited liability company, personally appeared before me and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of **BUCKEYE PIPE LINE TRANSPORTATION LLC**.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public